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## VOLUNTARY RESIGNATION AGREEMENT, WAIVER AND RELEASE

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This Voluntary Resignation Agreement, Waiver and Release (hereinafter, "Agreement") is made by and between Española Public Schools ("EPS" or "District") and Wilfredo Aguilar ("Aguilar") (collectively referred to herein as the "Parties") on the 29<sup>th</sup> day of February, 2016, which is considered and agreed by the Parties as the Effective Date of this Agreement.

### **SETTLEMENT TERMS**

For and in consideration of the warranties, representations, agreements and waivers given hereunder, and for other good and valuable consideration, the sufficiency of which is hereby stipulated, the Parties agree as follows:

**1. AGREEMENT.**

District hereby accepts the presently tendered, irrevocable voluntary resignation of Wilfredo Aguilar, submitted to confirm his voluntary resignation, effective February 29, 2016. See attached Exhibit 1. Aguilar will be paid through February 29, 2016, and hereby agrees that he is entitled to no other compensation, benefits, contributions or privileges associated with his employment with the Española Public Schools. Aguilar's resignation letter, Exhibit 1, will be retained in Aguilar's personnel file. If requested by Aguilar, or under written authorization by Aguilar to a third party, the District will respond only to written requests and will provide a reference letter stating only Aguilar's dates of employment and position(s) held.

**2. WAIVER OF RIGHTS UNDER CHAPTER 22, ARTICLE 10A OF NEW MEXICO STATUTES ANNOTATED, AS AMENDED; FIRST JUDICIAL DISTRICT COURT AND IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO.**

Aguilar agrees to withdraw his request for a hearing before the Board of Education, said request made pursuant to NMSA 1978, § 22-10A-27 (2003). Further, Aguilar hereby WAIVES any and all rights associated with his employment with the District, including all rights set forth in Chapter 22, Article 10A a/k/a the School Personnel Act, including but not limited to NMSA 1978, §§ 22-10A-27 and 22-10A-28 (2003).

**3. RELEASE OF DISTRICT BY WILFREDO AGUILAR.**

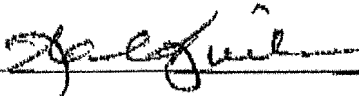
Upon completion of terms referenced in Paragraph 1, by his signature below, Aguilar hereby FULLY AND COMPLETELY RELEASES and FOREVER DISCHARGES the District, its officers, directors, employees, servants, agents, representatives, any successors in interest, and any other person or entity acting on its behalf from any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments, and/or liabilities whatsoever, both at law and in equity, that Aguilar ever had, now has, or may hereafter have against the District pertaining to, or arising directly or indirectly from or related in any way to any claims that were asserted or that could have been asserted, relating to, based on or because of his employment with or resignation from employment with the District through the Effective Date of this Agreement.

**ENTIRE AGREEMENT**

**AGUILAR HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT/WAIVER/RELEASE, WHICH SETS FORTH THE ENTIRE AGREEMENT BETWEEN AGUILAR AND DISTRICT AND ACKNOWLEDGES THAT HE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENTS, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT.**

**AGUILAR ACKNOWLEDGEMENT**

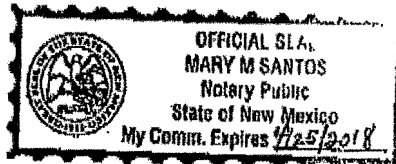
APPROVED AND AGREED TO BY AGUILAR:

  
Wilfredo Aguilar, Releaser

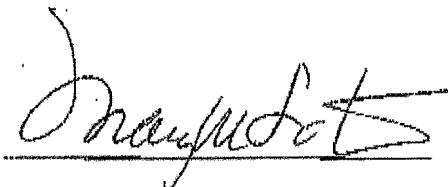
26 Feb 16  
Date

BEFORE ME, the undersigned authority, on this day personally appeared Wilfredo Aguilar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 26<sup>th</sup> day of February, 2016.



(SEAL)

  
Notary Public - State of New Mexico

My commission expires: 4/25/2018

**DISTRICT ACKNOWLEDGEMENT**

APPROVED AND AGREED TO BY ESPAÑOLA PUBLIC SCHOOLS BY:

Bobbie J. Gutierrez

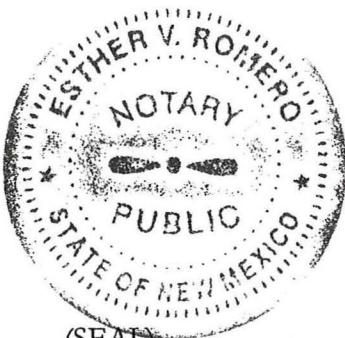
Bobbie Gutierrez, Superintendent

2-29-2016

Date

BEFORE ME, the undersigned authority, on this day personally appeared Bobbie Gutierrez in her capacity as Superintendent of Schools for the Española Public Schools, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has authority to sign this Agreement/Waiver/Release on behalf of the Española Public Schools and that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 29<sup>th</sup> day of February, 2016.



(SEAL)

Esther V. Romero

Notary Public - State of New Mexico

My commission expires: 2/7/19

**INTENT TO VOLUNTARILY RESIGN**

February 25, 2016

Mrs. Bobbie Gutierrez  
Superintendent  
714 Calle Don Diego  
Española, New Mexico 87532

RE: Notice of Resignation

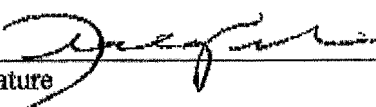
Ms. Gutierrez:

Please accept this letter as my intent to voluntarily resign from my employment with Espanola Public Schools effective February 29, 2016.

Thank you for your attention in this matter.

Sincerely,

WILFREDO AGUILAR

  
Signature

Wilfredo Aguilar  
Printed Name